

# TERMS & CONDITIONS



## **Design Files**

DMC will only provide print ready files and not editable proprietary artwork files.

If you require editable files for your use, please request that prior to design order.

DMC charges an editable art release fee of \$600 per file or more depending on the scope of the project.

## **Project Timelines**

Paid orders submitted before 10am on Monday through Friday will be processed within 2 business days (all files, specifications and/or instructions must be received for it to be considered an “active order”). Any information changed or edited after order is received may delay turnaround time.

DMC holds a standard 7-14 business day print turnaround time for all basic printed products which do not include post production services. This accounts for production time only, and does not account for shipping and design time. If your printed piece or campaign involves variable data setup or additional finishing work (handwork, bindery, die cutting, folding, scoring, etc.), your piece can include an additional 3 to 7 business days in order to complete.

Print-A-Vizion and other custom products may take up to 4-8 weeks to produce.

The production time starts once payment is received including components for production and proof approval.

Turnaround times start the following business day from when we receive print ready files and payment. If we are completing the design for you, your turnaround time begins the next business day from when the final artwork or proof has been approved via DMC Artwork Approval Form. Please contact DMC to discuss your scheduling requirements.

If you require your piece or project completed before the allotted turnaround times stated above, a RUSH FEE may be applied. Please provide the exact due date and time, all information pertaining to the order and shipping details to DMC for review to determine if we can accommodate your deadline. Standard RUSH FEE is \$150.00, depending on the scope of the work involved and turnaround time requested. Less than 24 Hour turnaround times require a minimum of \$150.00 RUSH FEE, but can change based on volume and desired deadline. Rush fees must be approved by you prior to us producing your product.

## **Payment Terms**

Due to the complexity of our work and deadlines, DMC strictly operates on a prepay system for all projects. All design work must be pre-paid prior to the start of our work and all print projects require full payment prior to production. We prefer IPN or check payments through our online invoicing system, but do except all major credit cards. Orders over \$1,000 will incur a 4% fee if credit card is utilized.

Retainers and Marketing Mastery payments are due upon receipt typically the first of the month or when your cycle begins.

Postage is required to be paid by IPN or Check. Deposits are valid for 90 days & pricing may be subject to change.

## **Returns**

If a print project is unacceptable due to defects in workmanship, we will reprint and ship out the job to you at no cost, or issue a future credit. No cash refunds are offered on any print orders. Please note that the FULL original run must be returned to us and inspected. This guarantee does not cover customer errors such as low resolution images, poor photography or incorrect copy. We will make every effort to produce a reasonable representation of your job based on your supplied materials. However, note that DMC does not guarantee color matching so defects due to color matching cannot be honored. If a color proof is requested for critical jobs, we guarantee the color proof to match the final printed piece within recognized industry standards.

## **Quotations/Estimates**

Prices provided in estimates are subject to change without notice. Written estimates are good for 30 days. An estimate not accepted within 30 days may be changed.

## **Accuracy of Specifications**

Quotations are based on the accuracy of the specifications provided. DMC can re-quote a job at the time of submission if the art does not conform to the information on which the original estimate was based. Orders placed with DMC are to the client's knowledge correct, and there are no conditions or agreements relating to the order which are not written or accompanying said order.

## **Orders**

DMC reserves the right to use its sole discretion in refusing to print anything it deems improper or known to be illegal. DMC is not liable for any damages resulting from unwitting violation of copyright laws or illegal use of trade names or slogans. The client guarantees the legal title of all matter submitted to DMC for printing and/or publication.

## **Cancellations**

Due to the quick nature of our business, we process design projects and print jobs as soon as we receive them. All sales are final. Refunds are not available on orders unless the proof has not been generated or the files have not been prepared for print.

If you need to cancel an order you have placed, you must call and speak to a DMC representative to avoid ANY costs other than the above processing fees.

All orders that exceed 15 business days from the time a proof is sent (including design proofs and prepress proofs), will not be refunded. An In-house credit is available for orders that are in proof status and have not been printed. Design charges may apply for date or graphical changes to accommodate the delay in print.

Please note that, due to contractual terms with our list service provider, we are unable to refund any aspect of a list order purchased through our vendors.

If you need to cancel an order, you must email customer service at [info@yourdmc.com](mailto:info@yourdmc.com) then follow up by calling and speaking to a DMC representative to avoid any confusion with cancellation charges.

## **Liability**

DMC liability shall be limited to the stated selling price to the customer of any defective goods, and shall in no event include special, consequential, incidental, indirect or similar damages, including without limitation, lost profits. DMC warrants that every product manufactured by it meets industry standard for such product and is free of any material defect in workmanship. IT IS EXPRESSLY AGREED THAT THIS WARRANTY IS IN LIEU OF ALL WARRANTIES OF FITNESS FOR PARTICULAR USE AND MERCHANTABILITY. DMC makes no other warranty and no actions or words of DMC or its officers, employees or agents shall constitute a warranty.

## **Indemnification**

The customer represents that it has the legal right to produce all printed materials ordered from DMC. In the event that a charge, claim or demand, or arbitration, action or proceeding (collectively, a "Claim") is made or commenced against DMC based upon, relating to or arising from the alleged wrongful acts of the customers, or alleging that the printing performed or product produced by DMC ordered by the customer: (a.) infringes any copyright, patent or other proprietary right of any person; or (b.) contains matter that is libelous, slanderous, defamatory, scandalous or obscene, the customer shall indemnify and hold DMC harmless from and against any loss, damages, cost and expense arising from or related to the Claim including without limitation; (1.) defending DMC against any such Claim (2.) paying any judgment or award against the customer; and (3.) reimbursing DMC for any legal fees and expenses it reasonably incurs in responding.

## **Images**

It is the client's responsibility to maintain a copy of the original computer artwork files. DMC is not responsible for accidental loss or damage to media supplied by the client or for errors on supplied artwork furnished by the client. Until DMC can evaluate digital input, no claims or promises are made about our ability to work with jobs submitted in digital format, and no liability is assumed for problems that may arise. Any additional editing, or programming needed to utilize client-supplied files will be charged at our current rates.

## **Alterations/Corrections**

Client alterations must be specified in writing and must include all corrections or changes from the original specifications. Such work will be charged at our current rates.

## **Proofs**

Please take note that an online proof is by no means an accurate color reproduction of your final printed piece but, is a final opportunity for you to check the layout, bleeds, crops and final text.

By the time your job is approved and we are ready to go to print, all edits should be finalized, the copy carefully proofread and all design issues should be settled. We will not take responsibility for any copy or design errors committed on your part. DMC is also not responsible for any wrong dates or misspelled words in files submitted by customer or jobs approved by customer upon design completion.

On large custom orders DMC will submit color proofs for the customer's review and approval if requested. A high-resolution color proof is available for an additional \$100 on all printed material excluding gang-run items. A minimum shipping charge of \$25 is required to send a proof via express air shipping. Proofs must be returned to DMC marked "O. K." or "Revised Proof Required" and signed by the customer. Until the proof is returned, no additional work will be performed.

## **Overruns/Under runs**

DMC will normally deliver the exact quantity of goods ordered plus a small additional amount. There is no extra charge for the additional amount. The generally accepted trade practice is plus or minus 5%.

Charges for delivery of materials and supplies from the client or the client's supplier to DMC are not included in quotations unless specified. DMC is not responsible for delays and/or damage incurred during shipping. Title for finished work passes to the customer upon delivery to the carrier at shipping point; or upon mailing of invoices for the finished work or its segments, whichever comes first.

Claims for defects, damages, or shortages must be made by the client in writing no later than 5 calendar days after delivery. If no such claim is made, DMC and the client will understand that the job has been accepted. By accepting the job, the client acknowledges that DMC has fully satisfied all terms, conditions and specifications.

## **Right to Subcontract**

DMC shall have the right to assign any portion of the work required to another contractor.

## **Workmanship Guarantee**

We guarantee all orders to be free of defects in workmanship. If any order does not match the generally accepted trade standards, we will reprint the order, issue credit, or process a refund at our discretion.

## **Privacy Statement**

Any information DMC collects from order processing or from any inquiries is not shared with any other company. Your information is only used for contact, billing, and shipping purposes. Your credit card information is never stored by DMC. Please see privacy statement.

We reserve the right to distribute free samples of your order. Your images will not be used in any national advertising without your prior consent.

## **Changes**

DMC may change, modify, add or remove portions of this policy at any time, and any changes will become effective immediately upon being posted unless we tell you otherwise.

# MAILING TERMS & CONDITIONS

## **NCOA Certification**

The collection of information on this Processing Acknowledgement Form (PAF) is required by the Privacy Act of 1974. The United States Postal Service® (USPS®) requires that each NCOALink Licensee have a completed NCOALink PAF for each of their NCOALink customers prior to providing the NCOALink service. The Licensee is also required by the USPS to retain a copy of the completed form for each of its customers and to obtain an updated PAF from each of its customers at minimum once per year. Any signature upon this PAF shall be considered valid for all purposes and have the same effect whether it is an ink-signed original or a photocopy or facsimile representation of the original document. By agreeing to terms and conditions you give us the authority to act as your agent to send your list to BCC Software to NCOA Certify your mailing list. All information will remain confidential.

## **Mailing Services**

Prices are quoted based on the information provided by USPS, unless specifically stated otherwise in the written quotation. Prices quoted are based on specs given at the time of the request for quotation and are subject to review when pieces have been received. To avoid any misunderstanding, all mailing services instructions should be in writing. Instructions not provided in writing may lead to problems for which we cannot be responsible.

We require at least 2-3 days for job processing of mailing services starting from the day we receive your mailing (data) list and after the piece is in the mail department. **WE CANNOT MAIL YOUR JOB WITHOUT RUSH FEES IF YOU DO NOT PROVIDE YOUR MAILING LIST 4 BUSINESS DAYS FROM THE REQUESTED MAILING DATE.** This allows us processing time to insure your piece is mailed without any issues. In the event your print or mail schedule changes, please inform us immediately; we will make every effort to accommodate the revision.

## **Delivery Timing**

If you are mailing a time dated piece, be sure to include requested delivery date when placing your order. Standard (Bulk, 3rd Class) is the most cost effective way to deliver your mailer however will take longer than First Class, if your mailer is a time sensitive piece, please choose First Class.

## **Postage Requirements**

To allow sufficient time for payment deposit with the USPS, when you use our permit number, we require that all checks and credit card payments for postage be in our possession (3) three days before your mail date. If a postage deposit is not received, we cannot advance the postage required, and the U.S. Postal Service will not accept your mail. **UNDER ABSOLUTELY NO CIRCUMSTANCES WILL POSTAGE BE REFUNDED FOR ANY REASON ONCE A JOB HAS BEEN MAILED BY THE U.S. POST OFFICE.** Please make certain that you have advanced adequate postage to cover your entire mailing, including international fees if applicable. When using your own permit, funds must be deposited the day prior to the scheduled drop date and a copy of the postal receipt faxed to our office. If funds have not been deposited, causing us to bring the mail back, you will be charged a trip fee.

## **Limitations of Liability for Mailing Services**

**OUR LIABILITY FOR ANY ERROR, MISTAKE, OR FAILURE TO PERFORM SERVICES HEREUNDER IS EXPRESSLY LIMITED TO THE VALUE OF THE WORK PERFORMED.**

UNDER NO CIRCUMSTANCES SHALL WE BE LIABLE TO ANY CUSTOMER FOR SAID CUSTOMER'S LOSS OF BUSINESS, LOSS OF PROFITS, POSTAGE OR OTHER CONSEQUENTIAL DAMAGES SUFFERED BY SUCH CUSTOMER AS A RESULT OF ANY ERROR, MISTAKE, OR FAILURE OF US TO PERFORM SERVICES. THIS INCLUDES BUT NOT LIMITED TO; LIST ADDITIONS, REQUESTS MADE AFTER ORDER APPROVED, AND USPS ERROR. DMC shall not be liable for USPS performance failures or delivery delays.

When using our Mailing Services, DMC shall be liable to rectify errors only to the extent of re-mailing a correction or corrected job as soon as possible, and allowable damages shall be limited to the value of the work performed.

Customer's mailing list(s), while in the possession of DMC is the exclusive property of the customer and shall be used only with customer's instructions. Customer's mailing list(s) will not be sold or offered for use to any other party, and DMC will not utilize the list for any other purpose.

The chargeable items listed below are not included in prices quoted unless specifically stated:

The packing and handling of overages will be billed at current rate plus materials and freight charges. Storage charges on material held more than 60 days after job completion will be billed at current rate per skid or square foot of space used on a monthly basis. Any materials requiring storage for a period of ninety days or longer will be subject to long term storage charges unless agreed upon prior to order being placed

# PrintAVizion Warranty



- **Phase I:** Order Authorization & Payment
  - ◊ Once we have received this signed order authorization and payment, Phase II commences
- **Phase II (a):** (If DMC is consulting on copy and design) Discovery Call, Design & Material Requirements
- **Phase II (b):** (If CLIENT is providing copy and design) Template will be provided
- **Phase III:** Design and/or Client Provided Material Collection
- **Phase IV:** Design Approval & Production Authorization
- **Phase V:** Production/Print
- **Phase VI:** Distribution
- **Phase VII:** Client Must Review All Books For Quality within Seven Days of Receipt
- **Phase VIII:** Post Order Review Sign Off

## **Cancellation Policy:**

After phase IV of the PrintAVizion process, design and production is not able to be cancelled. Payment is non-refundable at that point.

## **Video Book Full 30-Day Warranty:**

DMC categorizes potential video book challenges as either “minor” or “major”. These categories are outlined below and if these issues occur, the product will either be re-produced, repaired or refunded within 30 days from order (please review all units within 7 days of receipt):

- **Minor** – includes dents, larger scratches, wrinkles in the card, LCD screen is crooked, LCD screen is a little dark, slight flickering of the video, printing defects
- **Major** – includes no sound, LCD screen damaged, buttons not working, video freezing, device not charging, device cannot be detected by the computer, USB broken, sensor is not working

## **Terms of Warranty:**

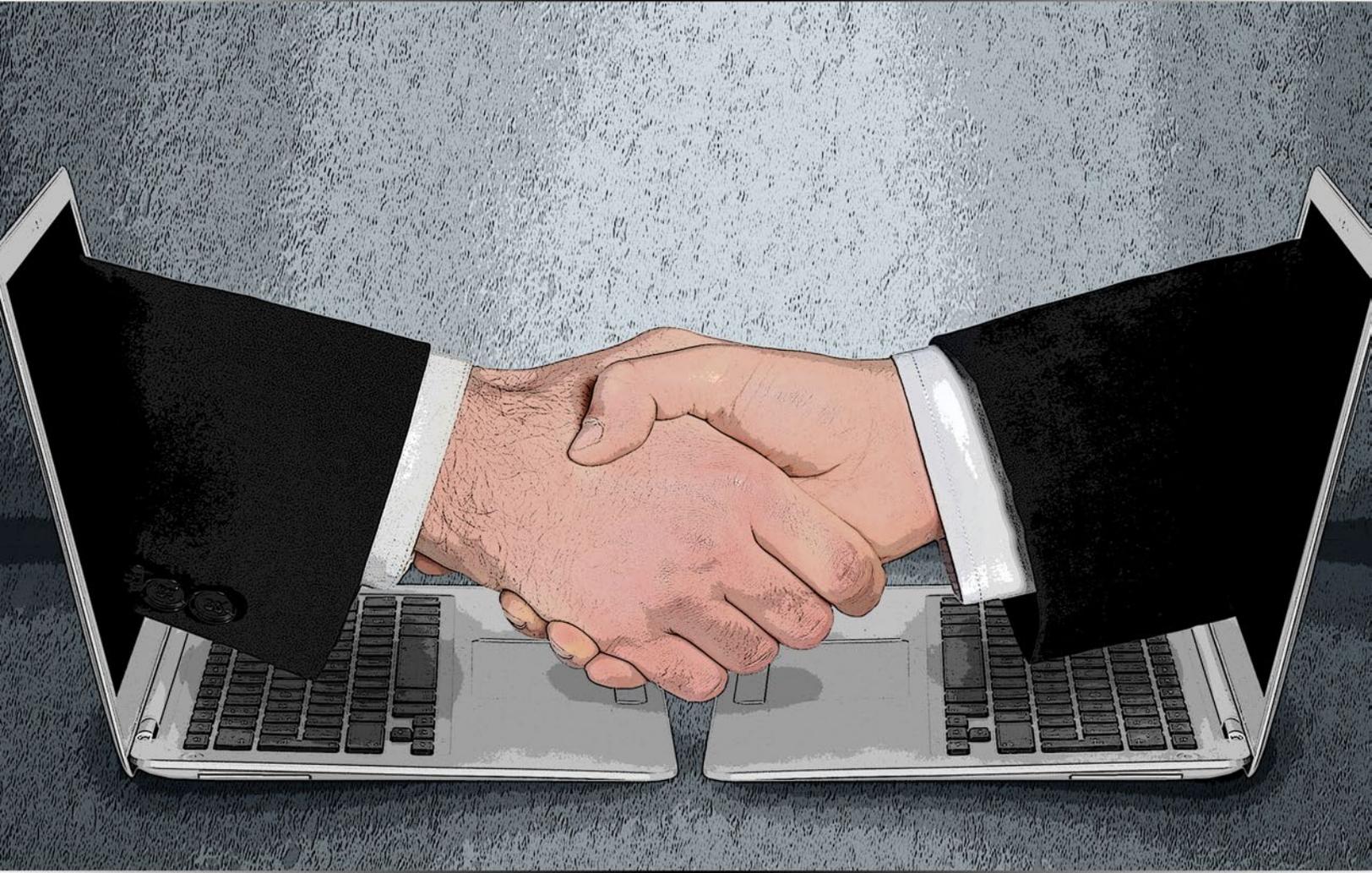
- Thirty days from shipment date for Minor or Major issues.
- Although we are offering only 30 days warranty for batteries. Most batteries should last for 1 year or much longer. Life of battery depends on usage and weather conditions. Extreme heat and cold will cause quicker deterioration of the battery.

- After 30 days, device may be repairable or reproduced at buyer’s cost.

What is covered here: No sound, Screen discoloration, Buttons not working, USB port not connecting to computer, Sensor not working properly, USB port broken.

- What is not covered under warranty: Short circuit caused by user’s charger or computer (this may cause the device to not power on, so it will require some investigation if this is caused by short circuit issue or if it is a defective battery issue), wear and tear, water damage, LCD broken by the user.

# FAQ's & How To's



# DMC Contact Information

## **Devin Herz**

*CEO & Chief Creative Consultant*

Devin@YourDMC.com

813.579.9540 x101

## **Jen Herz**

*Chief Logistics & Finance Officer*

Jen@YourDMC.com

813.579.9540 x105

## **Victoria Baretta-Fink**

*Project Director*

Victoria@YourDMC.com

813.579.9540 x104

## **Orders or Proposals:**

**CALL:** 813-579-9540

**EMAIL:** info@yourdmc.com

## **Contacting a DMC Team Member**

Here at DMC, we feel we are most productive and efficient when we allocate blocks of time dedicated solely for designing, editing, copywriting, billing, client relations, etc. Uninterrupted time maintains our creative focus. If you have a non-urgent matter and need to speak with one of our team members regarding your current or upcoming project, it is best to first schedule an appointment. We appreciate the opportunity to work with your company and make your marketing a true success.

[www.YourDMC.com](http://www.YourDMC.com)

**DYNAMIC MARKETING CONSULTANTS**

4524 Marlin Lane | Palmetto, FL 34221

# DMC's Mission – Time Saved. Profit Gained.

Elicit awareness and provide strategic growth opportunities to our clients by understanding the complex, competitive environment in which they exist and partnering to brand themselves above the competition.

At DMC, our team of subject matter experts with notable and vast marketing experience pride themselves on making each client's strategic marketing message unique. The goal is to make our clientele stand out from the competition, build awareness of the benefits of their business as well as build more credibility for their brand. DMC accomplishes this with class above creativity, cutting edge solutions, and scientific marketing strategies. We are committed to generating long term success and cultivating fruitful relationships with all of our clients, big and small. Simply put, our success is measured by the success of our clients and stakeholders.

DMC is a full-service marketing consulting firm with intimate knowledge and extensive experience of every aspect of direct marketing. From strategic planning, to design, to print and distribution, DMC partners with clients every step of the way.

## Your Dynamic Marketing Consultants

Our worldwide network of business relationships ensure that we can deliver when and where needed. We look forward to elevating your marketing success to exciting new levels.

DMC has expert consultants, master copywriters, printers and designers on staff. Our professionals are dedicated to meeting your precise printing and graphic needs from the most basic to extremely complex job, including:

- Strategic Campaign Development
- Business & Marketing Strategies
- Business & Marketing Consulting
- Marketing Plans
- Marketing Calendars
- Lead Generation
- Retention Marketing
- Reactivation Marketing
- Referral Programs
- Complete Response Services
- Email Development
- Logo & Branding Development
- Targeted Direct Mail Campaigns
- Digital Printing & Offset Printing
- Variable Data Personalized Printing
- Video-In-Print Technology
- Promotional Items
- Lumpy Mail
- Dynamic Designs
- PURLs
- Landing Pages
- List Acquisition
- Postal & Mailing Services
- Print Procurement

The solutions that DMC provide are very intricate.

It is our goal to produce our design and materials as quickly as possible.

For the best results possible, please follow our schedules and turnaround times.

**We will not sacrifice quality for time!**

# DMC Design Service Turnaround Times

*DMC utilizes Podio and our Egnyte cloud server that you have been invited to, so you may upload your print ready or supporting files with ease.*



DMC takes a marketing approach to design and requires adequate turnaround times for our creativity. We will schedule an intuitive design discovery consultation to understand your goals and vision. All proofing will be completed through our structured correspondence.

Design turnaround times begin after receiving ALL the required content and supporting files necessary for your design.

- A' la carte projects require an estimated 10 -14 business day design time.
  - Design service includes **3 proofing sessions**
  - Additional edits that are made after the 3 sessions may require additional fees.
  - This does not include any changes or edits that are not correctly made by our design team.
  - Please try to provide all necessary edits at once, supplying us with bits and pieces will delay your turnaround time.
- Multi-page brochures or booklets may require an estimated 14 business days for initial proof
- Multi-drop campaign development takes approximately 15-30 days after campaign consultation.
- Rush design jobs will require a rush charge determined by our design schedule.
- **DMC will only provide print ready files and not editable proprietary artwork files.**
- If you require editable files for your use, please request that prior to design order.
- DMC charges an editable art release fee of \$600 per file or more depending on the scope of the project.

## Submitting Your Print Ready Files to DMC

All design files submitted to DMC considered "PRINT READY," will be handled as such. Once your files make it to our preflight process, they will be checked to make sure they meet our print specifications, which are:

- 300 dpi resolution
- CMYK color mode
- 1/16" bleed on all sides, so design a business card that has a finished size of 3.5 x 2 at 3.625 x 2.125
- NO crop marks
- Flattened or outlined PDF from Adobe products are preferred
- Structure file names as follows Company-Project-FT.pdf & Company-Project-BK.pdf

If your file fails to meet any of the above print criteria, you will be notified as soon as possible in order for you to supply us corrected art. Depending on response time, this may delay your production time.

# Submitting Files that Require Variable Data Processing

- Provide a PDF that has highlights of all variable locations to ensure nothing gets overlooked.
- Provide print ready LAYERED or NON OUTLINED PDFs so we can render the merged areas correctly
- **Designate your variables as follows**
  - First Name %Fname%
  - Last Name %Lname%
  - Full Name %FullName%
  - Company %Company%
  - Offer %Offer%

## Submitting Your Database

Frequently, clients submit their database to DMC when sending a mail piece. We use this database to personalize as well as to setup address on the mail piece. Therefore, the accuracy and format of this information in the excel spreadsheet is extremely important. Please ensure your file is setup as such:

### Individual Excel Spreadsheet Columns:

First Name | Last Name | Company Name | Address 1 | Address 2 | City | State | Zip

Other data specific to your personalization needs (i.e. Phone, Gender, Promotion Type, etc.) must be separated into columns for each additional variable that appears on your printed product. The way your information appears on your spreadsheet is the way it will print. So, if your names are in all caps on the spreadsheet the name will print in all caps on your product. If the contact row is missing required fields please delete them from your database. **DO NOT INCLUDE FIELDS** that are not required for print. DMC is not responsible for organizing your database. This includes adding or deleting names after we received your list.

- Must be saved as a Microsoft Excel or CSV file
- 1st Row of spreadsheet must be bolded and reserved for titles of columns
- Content must be formatted in the way client would like to appear on mail piece. For example, if content in the spreadsheet is in ALL CAPS, it will appear on the mail piece in ALL CAPS.
- REMOVE all COMMAS & PERIODS!
- If you want to be seeded in your list, please add your contact information into your database.
- If you need to delete or add names to a list you previously provided, please resubmit your updated list. If list has been processed additional processing fees may apply.
- Please double check your list data prior to submission

If your file fails to meet any of the above criteria, you will be notified so you can supply us a correct excel spreadsheet. Depending on your response time, this may delay your production time.

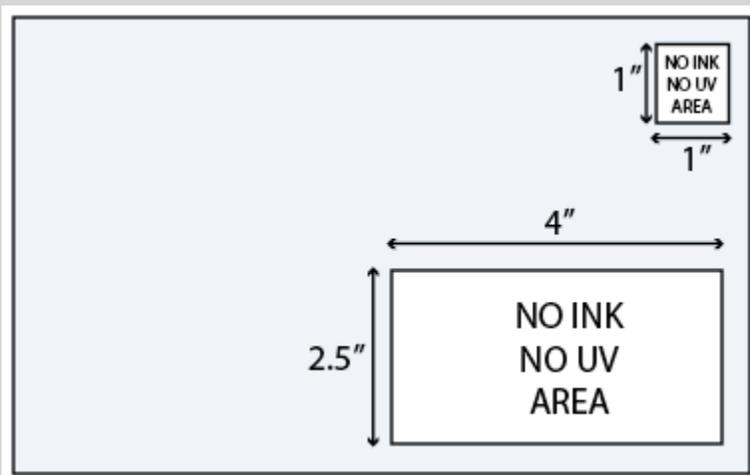
If you have questions regarding design specs or database format, please feel free to contact us.

# Mailing and Postage Details

## What are the minimum pieces required for mailing?

- Presorted Standard - minimum 200 pieces
- Presorted First Class - minimum 500 pieces
- Non-Presort First Class - minimum 200 pieces
- Non-Profit (Standard) - minimum 200 pieces

You must have: 4w x 2.5h inches of blank space at the bottom right hand corner for addressing and barcode. 1w x 1h inches of blank space at the top right hand corner for the indicia/permit. (see figure below)



## What is included in our mailing service fee?

- Data process of one mailing list (\$75 for each additional list)
- C.A.S.S. Certification (Coding Accuracy Support System)
- N.C.O.A (National Change of Address)
- De-dupe list
- Pre-sorting
- Ink-jet setup and addressing
- Post office delivery

## Presorted Standard

- 200 pieces required to qualify for Presort Standard.
- Post office delivery time is estimated two weeks.
- Cheapest postage rate but longest delivery time.

## Presorted First Class

- 500 pieces required to qualify for Presort First Class.
- Post office delivery time is estimated 1 - 4 business days.

## Non-Presort First Class

- 200 pieces to qualify for Non-Presort First Class.
- Post office delivery time is estimated 1- 4 business days.
- Non-Presort First Class is the same as placing a stamp on an envelope (no discount)

813.579.9540 | [www.YourDMC.com](http://www.YourDMC.com) | [info@yourdmc.com](mailto:info@yourdmc.com)

